

## RESOLUTION 2011-28

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE SETTING FORTH THE WAGES, HOURS AND WORKING CONDITIONS FOR CROSSING GUARD EMPLOYEES FOR THE PERIOD FROM MARCH 8, 2011 THROUGH JUNE 30, 2012, AND REPEALING RESOLUTION NO. 2008-106.

The City Council of the City of Torrance does hereby resolve as follows:

#### **SECTION I**

That Resolution No. 2008-106 is hereby repealed in its entirety.

#### **SECTION II**

The following compensation procedure for Crossing Guard Employees is hereby approved in its entirety to read as follows:

### MEMORANDUM OF UNDERSTANDING

#### CROSSING GUARD EMPLOYEES

##### **2011 - 2012**

A MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE CROSSING GUARD EMPLOYEES.

An Agreement of the undersigned representatives of the Crossing Guard Employees and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours and working conditions for the period of March 8, 2011 through June 30, 2012, and was reached through agreement of the undersigned parties.

Signed this 8th day of March 2011.

Management

Crossing Guards

\_\_\_\_\_  
/s/ Aram Chaparyan

\_\_\_\_\_  
/s/ Jeannie Moorman

\_\_\_\_\_  
/s/ David Wallace

\_\_\_\_\_  
/s/ Kenneth Evans

## **ARTICLE 1 - INTRODUCTION**

### **SECTION 1.1 PREAMBLE**

The following is the agreement regarding wages, hours and working conditions between the representatives of Management and the Crossing Guard employees. Each section of this agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

## **ARTICLE 2 - COMPENSATION PROVISIONS**

### **SECTION 2.1 METHODS OF COMPENSATION**

The method and time of compensation payments shall be at the discretion of the City provided; however, that compensation shall be computed and paid on a per hour basis no less frequently than biweekly.

### **SECTION 2.2 SALARY RATES AND JOB TITLES**

A. The following hourly salary rates are hereby assigned to the positions of the following jobs effective with the adoption of the Memorandum of Understanding:

#### **HOURLY BASE PAY RANGE**

<b>Class Title</b>	<b>Steps</b>	<b>1</b>	<b>2</b>	<b>3</b>
Crossing Guard		11.07	11.65	12.92

### **SECTION 2.3 SALARY ADVANCEMENTS**

A. Entrance Pay Rates

Original appointment shall normally be made at the first step. Upon recommendation of the Department Head and approval of the City Manager, initial compensation may be at a higher step in the range for the job based on the outstanding and unusual character of the employee's experience and ability above the general qualification requirements specified for the job.

B. Step Advancement within a Base Pay Range

Salary step advancement within a range shall be on the basis of having received a competent or better performance evaluation during the most recent rating period; advancement to Step 2 occurring no sooner than upon completion of one year of City Service as a Crossing Guard; and advancement to Step 3 occurring no sooner than upon completion of three years of City service as a Crossing Guard.

## **ARTICLE 3 - SUPPLEMENTAL BENEFITS**

### **SECTION 3.1 UNIFORM PROVISIONS**

The City shall pay a uniform allowance of \$100, four times a year, to be paid in March, June, October and December of each year starting with the second year of service.

Additionally, new employees shall receive a uniform purchase allowance of \$125 to be paid at the time of entrance to the position. Each new employee will also receive a voucher for up to \$150 to be used toward the purchase of a uniform required for this position. Provided, however, that should the employee separate from the City in the first nine months of employment, one-half of the uniform purchase allowance shall be reimbursed by the employee to the City.

Rain gear will be provided as needed by the Police Department at no cost to the bargaining unit. All members of this bargaining unit must wear as a uniform requirement the Police Department's required head wear.

Failure to wear the required uniform shall be grounds for disciplinary action.

### **SECTION 3.2 AUTHORIZED LEAVE**

Employees with more than two years of continuous service as a Crossing Guard shall be entitled to 25 hours per fiscal year of leave with pay, to be taken at a time mutually agreeable to the City and the employee.

Said leave must be taken on a fiscal year basis and shall not otherwise be accruable nor shall it have any monetary value if unused. The procedure for taking leave shall be prescribed by departmental rules and regulations.

All regularly assigned Crossing Guards (not substitutes) are entitled to four (4) hours pay on the Thursday and Friday of the week of spring break for the TUSD, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, Lincoln's Birthday and President's Day.

### **SECTION 3.3 GROCERY CERTIFICATES**

Every year on the first pay period of November, employees will be given a grocery certificate for \$125.00 for groceries from the City. The City will purchase the certificates and distribute the certificates.

### **SECTION 3.4 JOINT LABOR-MANAGEMENT TEAM**

The parties agree to set up a labor/management committee for the purpose of exploring insurance options for the Crossing Guards. The committee will meet no less than two times during the term of this agreement. Either party may schedule a meeting with a two-week advance notice.

## **ARTICLE 4 - WORKING CONDITIONS**

### **SECTION 4.1 HOURS OF WORK**

Hours of work shall be at the discretion of the Department Head. (Regularly assigned employees shall be scheduled for a minimum of 20 hours per week.) Representatives of the Crossing Guards shall be consulted regarding any change in the scheduling policy which was in effect during Fiscal Year 1980-81.

### **SECTION 4.2 PERSONNEL**

- A. Each employee covered by this agreement shall receive a copy of all actions pertaining to him/her taken by the supervisor, the department or the City.
- B. Representatives of the Crossing Guard employees shall be consulted regarding all policy-making decisions covering wages, hours and other conditions of employment. Crossing Guards do not waive any rights to meet and confer as allowable under the law.

Advance notice of all such meetings shall be presented to the Crossing Guard employees so that proper arrangements can be made for attendance. When attending said meeting, the employees representing the Crossing Guard employees shall be compensated at their regular hourly rate.

### **SECTION 4.3 INDUSTRIAL SAFETY**

It is the responsibility of the City to make every reasonable effort to provide and maintain a safe and healthy place of employment. It is the responsibility of the Crossing Guard employees to support employee conformance to the safety rules and administrative policies of the City relating to safety, health and industrial injury.

Employees covered by this agreement shall receive temporary disability pay pursuant to the California State Labor Code, Section 4656 as amended, when a job-connected injury occurs.

### **SECTION 4.4 JURY DUTY**

Any employee covered by this agreement who is duly summoned to attend any court, during the time regularly required for his office or employment, for the purpose of jury service shall be entitled while so engaged and actually serving, to his/her four weeks, provided that the jury fees shall be deposited pursuant to the provisions of administrative rules. Provided, however, that such time shall be allowed to an employee only for the minimum required by law.

### **SECTION 4.5 EMPLOYEE INFORMATION**

- A. The City and the Crossing Guard employees agree that both parties have a crucial role in the development and implementation of equal opportunities. Both parties mutually accept responsibility for carrying out these provisions of this agreement.
- B. The parties agree to cooperate actively and positively in supporting the concept of affirmative action designed to accomplish equal opportunity for all employees and to seek employment situations. The City agrees to provide encouragement, assistance and appropriate training opportunities so that all employees may utilize their abilities to the fullest extent.
- C. The provisions of this agreement shall be applied equally to all employees in the representation unit without discrimination as to age, sex, marital status, race, color, creed, religion, sexual orientation, national origin, handicap, union affiliation or political affiliation.

### **SECTION 4.6 BEREAVEMENT LEAVE**

Each employee covered by this agreement shall be entitled to up to three working days bereavement leave without pay. Said bereavement leave is without penalty of loss of job. Additional leave without pay shall be granted for an out of state death.

Immediate family for the purpose of this section shall be defined as spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchild, grandparents or grandchildren.

### **SECTION 4.7 PERFORMANCE EVALUATION**

There shall be twice per school year a performance evaluation of each employee covered by this agreement based on the anniversary date of hire or rehire. Performance shall be rated as "exceeding expectation," "competent," or "fails to meet standards."

### **SECTION 4.8 SENIORITY**

Newly appointed crossing guards will be placed on substitute status until a permanent position becomes available. Assignment to a permanent post will be done by seniority.

#### **SECTION 4.9 DEFERRED COMPENSATION**

- A. Employees covered by this agreement who participate in the City's mandated deferred compensation plan under Plan B, and who reach a total of \$5,000 in the plan, will be able to avail themselves of more investment options.
- B. Eligible incumbents as noted in a) must contact the City Treasurer's Office in order to begin participating in additional options.

#### **SECTION 4.10 STATE DISABILITY INSURANCE PROGRAM**

Crossing Guards shall be made part of the State Disability Plan. Premiums for this plan will be deducted out of the employees pay check and forwarded to the State disability program. Subject to verification and approval by the appropriate state agency.

### **ARTICLE 5 - GRIEVANCES**

#### **SECTION 5.1 DEFINITION**

A grievance is a complaint by one or more employees concerning the application or interpretation of the provisions within the scope of this agreement affecting the employee(s) wages, hours and working conditions.

#### **SECTION 5.2 SCOPE**

This procedure shall be used to resolve every grievance for which no other methods of solutions are required by law.

#### **SECTION 5.3 PROCEDURE**

- A. First Step: Supervisory Level
  - 1. The aggrieved employee(s) shall meet and consult with the employee's immediate full time supervisor
  - 2. The grievance may be presented orally or in writing.
- B. Second Step: Division Head Level
  - 1. If the grievance is not resolved within five working days of the proceedings in Step 1, the employee(s) may appeal to the Division Head.
  - 2. Forms to file such a grievance are provided by the City.
  - 3. The aggrieved employees(s) and/or representative shall meet and consult with the employee's Division Head.
- C. Third Step: Department Head Level
  - 1. If the grievance is not resolved within five working days of the completion of Step 2, the employee(s) may appeal to the Department Head.
  - 2. Forms to file such a grievance are provided by the City.
  - 3. The aggrieved employee(s) and/or representative shall meet and consult with the employees Department Head.

**D. Fourth Step: Advisory Arbitration**

1. If the grievance is not resolved in Steps 1, 2 or 3, and involves discharge, the employee may, within five working days of completion of Step 3, present the grievance in writing to the Employee Relations/Personnel Director for processing for advisory arbitration. Failure of the employee to take this action will constitute termination of the grievance.
2. The scope of advisory arbitration of a grievance shall be limited to disciplinary discharge.
3. Within five working days after receipt of an appeal, the City Manager shall call the parties together for the selection of the advisory board.
4. The advisory board shall be made up of one member chosen by Management and another chosen by the aggrieved employee and a third who will be chairman. The third member of the board shall be impartial, and if the parties cannot agree upon the chairman, the chairman shall be selected from a list of nine names submitted by the American Arbitration Association or the State Conciliation Service. If the agreement cannot be reached from among these names, each of the parties shall strike names from the list in rotation until only one name remains. Priority in striking shall be decided by the flip of a coin.
5. The recommendation of the board shall be made to the City Manager and shall be only advisory. A copy shall be provided to the employee(s).

**SECTION 5.4 GENERAL PROVISIONS - GRIEVANCES**

- A. All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his representative and the Management representative involved.
- B. A grievance shall be considered untimely if not presented by the employee(s) within thirty calendar days of the alleged grievance.
- C. Written grievances shall be on a form provided by the City.
- D. The aggrieved employee(s) and representative shall be allowed reasonable time to participate in the grievance proceedings without the loss of pay for the time so spent.
- E. Cost of the arbitrator shall be shared equally by the City and the grieving employee(s).

**ARTICLE 6 - SECURITY PROVISIONS**

**SECTION 6.1 DUES CHECKOFF**

Crossing Guards are authorized to use payroll deductions for collecting employee organization dues and insurance on a monthly basis.

- A. The following agency shop provision shall apply to employees in all classifications listed in this agreement.
  1. No later than thirty (30) days from the beginning date of employment each employee shall either become a member of the Crossing Guards or pay to the Crossing Guards a service fee of ninety percent (90%) of the monthly dues and general assessments of the Crossing Guards.

Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues to a non religious, non labor charitable fund exempt from taxation under Section 501 c (3) of the Internal Revenue code, chosen by the employee from the below list of funds.

- Brotherhood Crusade
- United Way
- Mothers in Action

An authorization card will be distributed by the Crossing Guards during the new employee orientation meeting.

- B. The City will provide to the Crossing Guards a listing of all new employees, their classifications, departments and department \division telephone numbers within two weeks of their hire date.
- C. The City shall deduct the dues, service fee or charitable contribution from the check issued during the second pay period of each month of each employee in the bargaining unit as specified by the Crossing Guards under the terms contained herein.
- D. The Crossing Guards agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement, regarding this section. It is also agreed that neither any employee nor Crossing Guards shall have made any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deduction were or should have been made.
- E. Any employee who has initially elected to pay a service fee or make a charitable donation instead of becoming a member of the Crossing Guards and subsequently desires to become a member in good standing of said organization may, without penalty, begin payment of full union dues beginning with the next payroll period and continue such membership during the effective life of this agreement.
- F. Every employee represented by the Crossing Guards, upon hire by the City, shall be provided with a packet of information relevant to the Crossing Guards membership and organizational activities. Such packet, prepared by the Crossing Guards, shall include the name of the employee organization president and shall be approved by the City for relevant content prior to distribution.
- G. The Crossing Guards shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Manager or his designee of the City of Torrance, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of balance sheet and an operating statement, certified as to its accuracy by its president and the secretary-treasurer or corresponding principal officer, or by a certified public account.

## ARTICLE 7 - GENERAL PROVISIONS

### SECTION 7.1 JOB ACTION

- A. The Crossing Guards agree that during the term of this Memorandum of Understanding there shall be no strike, slowdown, blue flu or other concerted job action.
- B. In the event of an unauthorized job action, the City agrees that there will be no liability on the part of the Crossing Guards, provided the employee organization promptly and publicly disavows such unauthorized job action, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations and provided further that the employee organization notifies the City in writing within forty-eight (48) hours after the commencement of such job action what measures it has taken to comply with the provisions of this section.
- C. In the event such actions by the employee organization has not affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action.

### SECTION 7.2 EMPLOYEE STATUS

For the purpose of step advancement and supplemental benefits, the determining factor shall be date of hire, not hours worked.

## ARTICLE 8 - EFFECTIVE DATES

### SECTION 8.1 PROVISION EFFECTIVE

This Agreement shall be effective from March 8, 2011, through June 30, 2012.

### SECTION III SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

INTRODUCED, APPROVED AND ADOPTED this 8th day of March 2011.

APPROVED AS TO FORM:  
JOHN L. FELLOWS III, City Attorney

/s/ Frank Scotto  
Mayor Frank Scotto  
ATTEST:

by /s/ Patrick Q. Sullivan  
Patrick Q. Sullivan, Assistant City Attorney

/s/ Sue Herbers  
Sue Herbers, City Clerk



**TORRANCE CITY COUNCIL RESOLUTION NO. 2011-28**

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            )     ss  
CITY OF TORRANCE                    )

I, Sue Herbers, City Clerk of the City of Torrance, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Torrance at a regular meeting of said Council held on the 8th day of March, 2011 by the following roll call vote:

AYES:	COUNCILMEMBERS	Barnett, Brewer, Furey, Numark, Rhilinger, Sutherland, and Mayor Scotto.
NOES:	COUNCILMEMBERS	None.
ABSTAIN:	COUNCILMEMBERS	None.
ABSENT:	COUNCILMEMBERS	None.

Date: March 18, 2011

/s/ Sue Herbers  
Sue Herbers  
City Clerk of the City of Torrance